ferred stock to the defendant, one of his creditors, not to be applied on the debt but to assist in placing it beyond the reach of other creditors. Land was transferred to the debtor's wife, another defendant, who had no knowledge of the fraud. The stock, which was worth five times par when transferred, became worthless while held by the defendant. The land held by the wife was sold in foreclosure and she now holds none of the proceeds. The plaintiff, a judgment creditor, seeks to set the transfer aside and recover personal judgment as well. *Held*, that the defendant who participated in the fraud is liable for the value of the property transferred, but the *bonâ fide* donee is not. *Koellhoffer* v. *Peterson*, 143 N. Y. Supp. 353 (Sup. Ct.).

Where property is not taken for the debt, but to enable the debtor to defraud creditors, the existence of a *bonâ fide* obligation will not save the transaction. *Smith* v. *Schwed*, 9 Fed. 483. When one secures the legal title to property in violation of the rights of another, he becomes a constructive trustee for the person equitably entitled. See 3 POMEROY EQ. JUR., 3 ed., § 1053. Whether the true owner was deprived of his property by fraud, by theft, or by any other wrongful method is immaterial. *National Mahaiwe Bank* v. *Barry*, 125 Mass. 20; *Humphreys* v. *Butler*, 51 Ark. 351. So a grantee of a fraudulent conveyance has been called a constructive trustee for the grantor's creditors. *Doherty* v. *Holliday*, 137 Ind. 282, 288, 32 N. E. 315, 317. This is not strictly accurate, because a creditor cannot be said to have an equity in a debtor's property. But such a grantee commits a wrong in confederating with the debtor to place the property where the creditors cannot get at it to satisfy their claims. It is just that this conscious wrongdoer should not be allowed to profit by his wrong. The rules governing the reparation of this wrong are similar to those where there is a true constructive trust. If the property or its proceeds increase in value, the grantor's creditors reap the benefit. *Gillett* v. *Bate*, 86 N. Y. 87. If the fraudulent grantee sells the property, he is liable for its full value, no matter what he got. *Post* v. *Stiger*, 29 N. J. Eq. 554. Where some of the property has been stolen while in his possession, he must make good the loss. *Hargreaves* v. *Tennis*, 63 Neb. 356, 88 N. W. 486. In the principal case, therefore, the imposing of personal responsibility upon the fraudulent grantee seems just in view of the wrong done. No personal judgment, however, should be given against an innocent donee. Such a donee's conscience can only be affected when knowledge comes to him that in holding the property he is depriving another of some right. If the money has been spent or disposed of in such a way that no proceeds remain, he is not personally liable. *Truesdell* v. *Bourke*, 29 N. Y. App. 95, 51 N. Y. Supp. 409; *Bonesteel* v. *Bonesteel*, 30 Wis. 516. The result is the same where the property is returned to the grantor. *Norris* v. *Jones*, 93 Va. 176, 24 S. E. 911; *Wheeler* v. *Kirtland*, 23 N. J. Eq. 13. Since the wife was innocent and neither property nor proceeds remained, the decision denying personal liability seems also correct.

INFANTS — ADOPTION — REQUISITES OF ABROGATION. — With the consent of the natural parents, a child was adopted by another couple, according to statutory requirements. Later this adoption was abrogated according to statute, without the consent of the natural mother, who had meanwhile been divorced. One of the adoptive parents having died leaving a large estate, the child now seeks annulment of this abrogation, on the ground that the mother did not consent. *Held*, that the abrogation is valid. *Matter of Ziegler*, 50 N. Y. L. J. 99 (N. Y. Surr. Ct., Oct., 1913).

Adoption is governed by the requirements of the statute in force, not being known at common law. The statute referred to in the principal case provides that an adoption may be abrogated by a decree, on the consent of those parties whose consent would be necessary to an adoption. 1 CONSOL. LAWS, N. Y. 1079. The New York statute, in common with the statutes of Massachusetts,

Maine, and Iowa, provides that the consent of a divorced parent is not requisite to an adoption. See STIMSON, AMERICAN STATUTE LAW, § 6642. The abrogation is valid, therefore, on the statute. The case is interesting as bringing out clearly that the effect of the statute is to create a status, rather than a contractual relation. The relation of parent and child is a status, and by adoption a status is created which approximates this relation. See *Sewall* v. *Roberts*, 115 Mass. 262, 276. The tendency of what cases there are on abrogation of adoption has been to minimize the importance of consent of the parties. Unless required by statute, consent of the natural parents is not necessary to adoption. *Clarkson* v. *Hatton*, 143 Mo. 47, 54. It must follow that consent would not be essential to an abrogation under such a statute.

INTERSTATE COMMERCE — CONTROL BY STATES — RAILROAD REGULATION: EFFECT OF CARMACK AMENDMENT ON STATE STATUTE REQUIRING CARRIERS TO TRACE SHIPMENTS. — A state statute required any carrier, whether initial, intermediate, or terminal, over whose line goods were routed to trace the goods and ascertain on which carrier's line they had been lost or damaged, and report to the shipper within forty days from the time demand was made. For failure so to report it made the carrier liable for the full amount of the damage to the goods, and in addition a penalty of fifty dollars; provided that if the carrier could show that by the exercise of due diligence the information could not be acquired then the carrier should be discharged. The shipper sued the terminal carrier. *Held*, that the statute is constitutional and is not affected by the Carmack Amendment. *Du Pre* v. *Columbia, etc. R. Co.*, 79 S. E. 310 (S. C.).

A statute similar to this was held constitutional before the passage of the Carmack Amendment on the ground that it fell within that class of legislation where the jurisdiction of the state is concurrent with the federal government in aid of interstate commerce, until Congress has acted. *Skipper* v. *Seaboard, etc. Ry.*, 75 S. C. 276, 55 S. E. 454, 7 L. R. A. N. S. 388 and note, S. C. 20 HARV. L. REV. 420. *Cf. Atlantic, etc. R. Co.* v. *Mazursky*, 216 U. S. 122, 30 Sup. Ct. 378; *Chicago, etc. Ry. Co.* v. *Solan*, 169 U. S. 133, 18 Sup. Ct. 289. But *cf. Central of Georgia R. Co.* v. *Murphey*, 196 U. S. 194, 25 Sup. Ct. 218; *Venning* v. *Atlantic C. L. R. Co.*, 78 S. C. 42, 58 S. E. 983. See note to *Atlantic C. L. R. Co.* v. *Riverside Mills*, 55 L. Ed. 167. Although it may be urged that the decisions have gone too far in allowing a state to regulate commerce where one uniform system is possible, it seems clear that in the absence of the Carmack Amendment the statute under discussion would have been held constitutional. The question now arises whether this field is covered by the Carmack Amendment which makes the initial carrier liable to the shipper for damage to or loss of goods shipped, but provides that this shall not deprive the shipper of any remedy which he had under the existing law. Amendment, June 29, 1906, c. 3591, § 7, 34 STAT. AT LARGE, 595, to Interstate Commerce Act, Feb. 4, 1887, c. 104, § 20, 24 STAT. AT LARGE, 386. This amendment certainly exhibits an intention on the part of Congress to take control of the entire situation and to make the remedies of the shipper against the carrier uniform throughout the United States. *Atlantic C. L. R. Co.* v. *Riverside Mills*, 219 U. S. 186, 31 Sup. Ct. 164; *Galveston, etc. R. Co.* v. *Wallace*, 223 U. S. 481, 32 Sup. Ct. 205; *Adams Express Co.* v. *Croninger*, 226 U. S. 491, 33 Sup. Ct. 148, S. C. discussed in 26 HARV. L. REV. 456. Under it a state statute prohibiting a railroad from limiting its liability is held to be superseded. *Adams Express Co.* v. *Croninger*, *supra*. The statute in the principal case is held inoperative so far as it applies to initial carriers. *Meetze* v. *Southern Express Co.*, 91 S. C. 379, 74 S. E. 823. However, whatever else the proviso in the Carmack Amendment may mean, it would seem to preserve the shipper's remedy against the particular carrier guilty of the wrong. The statute